

AGREEMENT
BETWEEN THE
CITY OF REHOBOTH BEACH
AND
GENERAL TEAMSTERS AND LOCAL 326
APRIL 1, 2025 - MARCH 31, 2028

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**PREAMBLE
PARTIES TO THE AGREEMENT**

THIS AGREEMENT is entered into this 1st day of April, 2025, by and between the City of Rehoboth Beach, a Municipal Corporation of the State of Delaware, hereinafter referred to as the "City" or as the "Employer," and General Teamsters Local No. Union 326, affiliated with The International Brotherhood of Teamsters, AFL-CIO, 451 E. New Churchmans Road, New Castle, Delaware, hereinafter referred to as the "Union."

PURPOSE OF AGREEMENT

It is the **purpose** of this Agreement to achieve better understanding between the City and the Employees (Union), to provide for equitable adjustment of differences that arise, and to establish compatible employment relations.

**ARTICLE 1
RECOGNITION**

- 1.1 The City recognizes and acknowledges the Union as the exclusive bargaining representative for all employees in the classification of Police Officer below the rank of lieutenant. The bargaining unit covered hereunder shall be as follows:

INCLUDED: All full-time Rehoboth Beach police officers at and below the rank of sergeant.

EXCLUDED: Police supervisors with the rank of lieutenant and above, all employees with the classification of police communications officers, seasonal police officers, all clerical, technical and professional employees, Administrators and all other employees of the City.

- 1.2 Should the City change the classification or title of any member or group of members of the bargaining unit or add new titles or classifications to the bargaining unit that do or will perform the job duties which currently are and have been in the past, the job duties of the bargaining unit, those classifications or job titles shall be considered to be included in this Agreement, shall be part of the bargaining unit and shall be subject to the terms and conditions of this Agreement. Should the City and Union be unable to agree to the inclusion or exclusion of any such retitled or additional classifications, the determination of such inclusion or exclusion shall be submitted to the Public Employment Relations Board at the request of either party.

- 1.3 **DEFINITIONS:**

"Agreement" refers to this collective bargaining agreement.

"Chief" refers to the Chief of the City of Rehoboth Beach Police Department, or designee. If the Chief fails to identify a designee, then the City Manager shall be deemed the designee.

"Employee" refers to employees covered by this Agreement.

"Emergency" refers to a sudden, unexpected occurrence demanding immediate action.

"Union" refers to Teamsters Local Union No. 326.

"City Manager" refers to the City of Rehoboth Beach City Manager or designee in his absence.

"The City" refers to the City of Rehoboth Beach.

"The Department" refers to the City of Rehoboth Beach Police Department.

"Days" means calendar days.

"Working Days" means Monday through Friday, excluding days when the City offices are closed.

"Notified" — Unless otherwise specified in this Agreement, notice is to be given to the Union via email to be sent to the Steward, Assistant Steward, and the designated Local 326's Union representative. All notices to the City shall mean delivery by hand or email to the City Manager. Hand delivery means actual delivery by hand as opposed to placing a notice in the mailbox.

"Seasonal Employees" An employee who is an officer who is appointed for less than six (6) months, between May 1 and September 30, and weekends only through the end of October, for police duties necessitated by seasonal demands.

"Cadet" An employee who is not a sworn officer, but who is appointed for an unlimited period of time, to serve as a liaison between the police department and the community providing a foot and bicycle presence.

1.4 **MANAGEMENT RIGHTS**

The Union recognizes the City's right to manage its operations effectively and efficiently in the interest of all concerned. The City retains the right to manage, including the adoption of rules and regulations, so long as the City refrains from taking action inconsistent with this Agreement.

In the absence of any employee, the regular work assignment of the absent employee shall be distributed in the best interest of the employees and the department by the Shift Supervisor and/or the Administrative Staff.

1.5 The City agrees that it will not sponsor or promote, financially or otherwise, any group or labor organization for the purpose of undermining the Union.

1.6 Neither the City, the Union, nor any employee will interfere with, restrain or discriminate against any other employee or coerce any employee because of membership or non-membership in the Union.

1.7 **UNION SECURITY**

1.7.1 All employees who are members of the Union shall, as a condition of continued

employment, pay to the Union the Union's regular and usual initiation fees and its regular and usual dues. For present employees who become members of the Union, such payments shall commence thirty-one (31) days following the effective date or the date of execution of this Agreement, whichever is the latter, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

1.7.2 Membership in the Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against any employee regarding such matters. Any employee who chooses not to join the Union shall, as a condition of employment, pay the Union a monthly service fee equal to the monthly dues charged members of the Union to defray the costs in connection with the Union's legal obligations and responsibilities as the exclusive bargaining agent of the employees covered by this Agreement.

1.7.3 The Union shall indemnify and hold the City, its employees and officers, harmless against any and all claims, demands, suits and other forms of liability that shall arise out of or by reason of any action taken or not taken by the City for the purpose of complying with any of the provision of this section on Union Recognition, Union Membership, and Deduction of Union Dues or service fees.

1.7.4 The City will recognize the authorization for deductions from wages, if in compliance with State Law, to be transmitted to the Union. No such authorization shall be recognized if in violation of State or Federal Law. No deduction shall be made which is prohibited by applicable law.

1.8 **RESERVED**

1.9 **STATE LAW**

No provision of this Article shall apply to the extent that it may be prohibited by State Law. If under applicable State Law, additional requirements must be met before any such provision may become effective, such additional requirements shall be first met.

1.10 **CHECKOFF**

1.10.1 The City agrees to deduct, upon written authorization of the employee, from the pay of such employee members of the Union, the dues, initiation fees and/or uniform assessments of the Union and agrees to remit to the Union all such deductions prior to the end of the month for which the deductions are made.

1.10.2 The City agrees to deduct, upon written authorization of the employee, from the pay of such employee non-members of the Union, an amount equal to the regular and usual dues paid by members. The City agrees to remit to the Union all such deductions prior to the end of the month for which the deduction is made.

1.10.3 Checkoff shall be deducted on a bi-weekly basis.

1.10.4 Where an employee who is on checkoff is not on the payroll during the week in which the deduction is to be made, or has no earnings or insufficient earnings during that

week or is on leave of absence, the employee must make arrangements with the Union and/or the City to pay such dues in advance.

1.10.5 The City will recognize the authorization for deductions from wages, if in compliance with State Law, to be transmitted to the Union or to such other organizations as the Union may request. No such authorization shall be recognized if in violation of State or Federal Law. No deduction shall be made which is prohibited by applicable law.

1.10.6 In the event the Union determines that there is a violation of Sections 1.7 and 1.10 of this Agreement, the Union shall give the City notice of the alleged violation. The City shall have seventy-two (72) hours after receipt of notice to initiate compliance. The Union may take immediate legal action in any Court of competent jurisdiction to enforce this Article. However, such action shall be terminated upon the delivery thereof. Errors or inadvertent omissions relating to individual employees shall not constitute a violation.

1.10.7 The Union shall indemnify and hold the City harmless against any and all claims, demands, suits and other forms of liability that shall arise out of or by reason of any action taken or not taken by the City for the purpose of complying with any of the provisions of this section on Union Recognition, Union Membership, and Deduction of Union Dues or service fees.

1.11 **NO VIOLATION OF LAW**

Nothing contained in this Section shall be construed so as to require the City to violate any applicable law.

1.12 **SAVINGS CLAUSE**

If any provision of this Agreement is invalid under the law of the State of Delaware, such provision shall be modified to comply with the requirements of State Law or shall be renegotiated for the purpose of adequate replacement.

PROBATIONARY EMPLOYEES

1.13.1 Employees who are not Delaware certified on the date of hire, shall be subject to a probationary period of six (6) months from the date of certification. Employees who are Delaware certified on the date of hire shall be subject to a probationary period of six (6) months from the date of hire. For purposes of this Agreement, "certification" means the date of certification from the Council on Police Training bestowing the power of arrest.

1.13.2 During the probationary period, an employee may be dismissed from employment for reasons of performance or conduct. Therefore, a probationary employee may not utilize the Grievance Procedure contained herein to grieve such a termination from employment; however, disciplinary cases shall be subject to the Law Enforcement Officer's Bill of Rights. The probationary employee may utilize the grievance procedure to grieve other actions that are alleged to be violations of this Agreement.

1.13.3 There shall be a field training evaluation program for each probationary employee, which shall include a written evaluation of such an employee's performance at least

every thirty (30) days. The evaluation shall list the areas that need improvement to satisfactorily complete the probationary period. Copies of such evaluations will, at the request of the probationary employee, be provided to the job steward.

- 1.13.4 The City Manager, upon the recommendation of the Chief, may extend the probationary period for a maximum of six (6) months.
- 1.13.5 An employee appointed to a higher rank must serve a probationary period of six (6) months during which time the individual must meet the requirements of the new rank as established by departmental policy. Failure to meet the requirements will subject the individual to reduction to their former rank and pay. No probationary period shall be required for officers appointed to a higher rank or grade of Corporal (i.e. Corporal 1, Senior Corporal, Master Corporal).

ARTICLE 2
HUMAN RIGHTS

- 2.1 The parties agree that they will not discriminate against employees because of race, color, sex, national origin, religion, marital status, disability, age, Union activity or any other factor protected by applicable State or Federal Law.
- 2.2 There shall be no discrimination, interference, restraint, or coercion by the City, the Union or its members based on an employee's membership or non-membership in the Union.

ARTICLE 3
RESERVED

- 3.1 **RESERVED**

ARTICLE 4
BULLETIN BOARD/MEETING ROOM

- 4.1 The City shall provide the Union a 36" by 24" glass enclosed bulletin board located in the Kitchen area of the Department. Such bulletin board shall be for the exclusive use of the Union, and its use shall be limited to Union Business, and other notices that are not derogatory or demeaning to the City, its employees, the Mayor, or the Commissioners.
- 4.2 The City shall provide meeting-room space for meetings of the bargaining unit if a meeting room is available.

ARTICLE 5
RULES & REGULATIONS

- 5.1 The Manual of Directives, Rules, Regulations, Orders, Policies and/or Procedures Governing the City ("Manual") shall apply to all employees covered by this Agreement except if it is inconsistent with the terms and conditions of this Agreement. Employees alleging that the interpretation or application of any terms of the "Manual" is in conflict

with this Agreement may file a grievance under Article 9 of this Agreement.

- 5.2 If the City proposes to amend, modify, or add to the Manual ("the change"), the City will provide a copy of the change to the employees, and afford employees 7 days to review the change and offer comments. The Administrative Staff shall take into consideration all comments made during the 7-day review prior to make the change effective. Once the change is in effect, if an employee objects to the change they will notify the Union through the Steward.
- 5.3 If the Union objects to the change, the Union shall notify the City Manager or his designee by email within 7 days of the effective date of the change. If the Union objects to the change on the basis that the change is inconsistent with the terms of this Agreement, the dispute may be resolved pursuant to Article 9. If the Union does not object to the change on the basis that the change is inconsistent with the terms of this Agreement, employees may not file a grievance on the basis that the change is inconsistent with the terms of the Agreement.
- 5.4 Within three (3) working days after receipt of such notice of objection from the Union, the Union and the City manager shall meet to discuss and attempt to agree on the change.
- 5.5 As the department must be able to function efficiently on a daily basis, the change shall remain in effect while this process takes place. Once both parties have met, if any amendments to the change are agreed upon, they shall be effective immediately.
- 5.6 If no objections are raised by the Union to the change or if the parties cannot reach agreement, the change shall remain in effect so long as notice of the change has been provided to each employee.
- 5.7 In the event that the parties are unable to reach agreement, the Union shall have ten (10) calendar days from the day of the meeting required by article to file a grievance or complaint. The grievance shall be based on the allegation that the proposed new or changed rule, regulation, policy, directive, procedure, and/or penalty is in conflict with the terms and conditions of this Agreement. A complaint may be filed based on the allegation that the proposed new or changed rule, regulation, policy, directive, procedure, order, and/or penalty is unreasonable.
- 5.8 The Union shall be furnished a copy of all current and subsequently amended written codes, rules, regulations, policies, procedures, directives, and orders pertaining to employer-employee relations and distributed to employees by the Steward via email.
- 5.9 Postings or directives posted with the statement "Effective until further notice," shall have a life of ninety (90) calendar days from the date of issue.
- 5.10 Smoking shall not be permitted in the Police Department or in any Police Department Vehicle.

ARTICLE 6

WORK STOPPAGE

- 6.1 The Union recognizes and will adhere to the Delaware Law, which prohibits strikes,

work stoppages, slowdowns or other concerted job actions interfering with the provisions of services to the citizens of the City.

- 6.2 No employee, while on duty, shall fail or refuse to cross or pass any picket line or other demonstration if such failure or refusal in any way delays or interrupts performance of work.
- 6.3 The City will not engage in, initiate or direct a lockout of employees.

ARTICLE 7
EMPLOYEE DISCIPLINARY PROCEDURES

- 7.1 The City may, as provided for in other Articles of this Agreement, discipline employees for just cause as established by substantial evidence.
- 7.2 The provisions of 11 *Del. C.* Chapter 92, known as the Law-Enforcement Officer's Bill of Rights, shall apply to all employees covered by this Agreement. If 11 *Del. C.* Chapter 92 is repealed or if the employee's rights under 11 *Del. C.* Chapter 92 are diminished, the parties shall immediately renegotiate Article 7.
- 7.3 An employee has the right to request Union representation at all meetings with management in which disciplinary action to the employee may result.
- 7.4 Within three (3) working days after the City determines that based on its investigation it has just cause to take disciplinary action against an employee, the City shall notify the employee and the Union of its decision to take such action, except in the case of a Notice of Counseling, the City need not notify the Union.
- 7.5 Prior to the actual imposition of any discipline, except written warnings or reprimands, an employee shall be afforded an opportunity to present reasons why discipline should not be imposed and/or that the level of discipline should be reduced. Notice of the date and time of such opportunity shall be provided to the Union by the employee or the Steward at the request of the employee. The City shall notify the employee and the Union within five (5) working^ days of the meeting as to its decision. The employee shall have ten (10) days from receipt of notification of intention to impose discipline to file a protest with the person imposing such discipline.
- 7.6 The issues of just cause and substantial evidence, may only be raised at the time when the Notice of Counseling or Written Reprimand is used to support the imposition of more severe discipline.
- 7.7 If the employee disagrees with the Chiefs determination, the employee may pursue a review under 11 *Del. C.* Chapter 92.
- 7.8 No Notice of Counseling that is over one (1) year from date of the incident will be used in the determination of further disciplinary action for the same offense, if the employee has received no disciplinary action for the same offense for a one (1) year period from the date of the incident.
- 7.9 No written reprimand that is over two (2) years, from the date of the incident will be used in the determination of further disciplinary action if the employee has received

no disciplinary action for the same offense for a two (2) year period from the date of the incident.

- 7.10 No suspensions or demotions that are over three (3) years from date of incident, will be used in the determination of further disciplinary action if the employee has received no disciplinary action for the same offense for a three (3) year period from the date of the incident.

Progressive Discipline — Disciplinary actions shall, in all cases, be progressive in nature. Discipline is for the sole purpose of impressing upon an employee that an improvement is required in a certain area in order for that employee to meet a required level of performance applicable and consistent with the standard prevalent with the majority of other department employees subject to the same standards and conditions.

- 7.12 In cases of an extreme nature, such, as but not limited to, theft or physical assault on another employee or command officer, the requirements of progressive discipline, shall not apply. In such cases, emergency suspension with pay may be imposed by the City when it appears that the action is in the best interest of the public and the Rehoboth Beach Police Department.

- 7.13 When an employee is charged with a criminal offense, the charge(s) shall be supported at least in part by the investigative findings of another law enforcement agency.

- 7.14 Any employee suspended from duty with pay under section 7.12, shall, within three (3) working days of the suspension, be provided with an opportunity for a hearing. The purpose of such a hearing is to determine whether to continue the suspension and, if continued, whether the suspension shall be with or without pay. The City Manager shall then make a determination as to whether the employee shall remain suspended with or without pay and/or placed on administrative duties.

- 7.15 No hearing, except a suspension with pay hearing (a section 7.14 hearing), shall be held on any charges that relate to conduct that is also the subject of a criminal proceeding until such time as the prosecution of criminal charges has been finally concluded, provided that the employee signs a written waiver as required under 11 *Del. C.* § 9204.

- 7.16 In the case of disciplinary suspensions without pay, a day shall be considered 8 hours.

- 7.17 In the event an employee is suspended, the time lost shall be charged against accumulated compensatory time and/or vacation time to cover any lost income as a result of the suspension. To the extent the affected employee has insufficient compensatory time or vacation time to cover the suspension, the suspension shall be without pay.

ARTICLE 8

EMPLOYEE RECORDS

- 8.1 The City shall consider the personnel records of employees confidential, and as such, an electronic record will indicate electronic access when an individual accesses

personnel records. An employee may access the employee's personnel files upon written request to the City Manager and under the supervision of an individual designated by the City Manager.

- 8.2 Information in an employee's personnel file may be released with the written release of the employee or if the City is required to release information under State or Federal Law. If the City believes it is required to release information, it will provide the affected employee written notice of its intent to release such information and its justification for releasing the information. If possible, this notification shall be provided at least five (5) days prior to disclosing the information.
- 8.3.1 The City will maintain an electronic personnel file, which will be located in the City's administrative office and copies of which may be backed up securely per City protocols. This limitation does not deprive the Department from maintaining a working file on each employee or files established through departmental orders that are maintained by the Department.
- 8.3.2 Any material to be used in any disciplinary process and/or promotion, which is not or has not been placed into the personnel file or file(s) established through departmental policies and procedures, may not be used. No exceptions will be allowed.
- 8.4 No document adverse to an employee may be placed in the employee's personnel file unless the employee is provided a copy of such document and given the opportunity to sign, acknowledging receipt of the copy. The signing of such notice will not constitute an admission of the alleged violation.
- 8.5 An employee may submit written comments on any document placed in the employee's personnel file. Such comments will be placed in the employee's personnel file if the comments are submitted within 30 days of the date the employee receives a copy of the document, which is the subject of the employee's comments.
- 8.6 The City shall provide all new employees to the bargaining unit a copy of the current Personnel Ordinance and access to Departmental Orders, Directives, Policies, and/or Procedures upon their date of hire.

ARTICLE 9
GRIEVANCE AND COMPLAINT PROCEDURE

- 9.1 Employees shall follow all written and oral orders given by superiors provided however, that such orders are not illegal. Compliance with such orders will not prejudice the right to file a grievance or complaint within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance.
- 9.2.1 "Grievance" means any unresolved question or dispute concerning the interpretation and application of this, Agreement. Performance evaluations shall only be the subject of a grievance if the allegation is that the performance evaluation has no basis in fact, was arbitrary or was in retaliation against the employee because of an otherwise appropriate act of the employee. All other issues regarding a performance appraisal shall only be raised as a complaint.
- 9.2.2 "Complaint" means any other unresolved question or dispute not covered in the

definition of grievance.

9.2.3 A complaint or grievance may be filed by an individual employee, group of employees, or the Union.

9.2.4 Time limitations regarding the filing of grievances and answering of grievances shall apply equally to the parties. All time limitations may only be extended by mutual agreement between the City and the Union. Failure to file or respond on time will result in a default against the party failing to comply. Defaults establish no precedent on the merits of the claim.

9.3 Grievances and complaints shall be processed in the following manner and in accordance with the following stated time limits:

9.3.1 If an informal discussion with the Chief, the affected employee(s), and the Steward or Assistant Steward, does not result in a satisfactory resolution of the grievance or complaint, the employee(s) or Union may, within ten (10) days after the employee(s) or Union should have reasonably become aware of the circumstances giving rise to the grievance or complaint, submit a written grievance or complaint to the Chief. The grievance or complaint shall be signed by the employee(s) or by the Union Steward and shall state: a) the date of the alleged event(s) which give rise to the grievance; b) if a grievance the specific provisions of the Agreement allegedly violated; c) the facts pertaining to the grievance or complaint; d) the remedy requested. Employees shall be free from reprisal in their presentation of their grievances. It shall be the responsibility of the Chief, or the Chief's designee, to investigate and seek a solution to the problem. The Chief shall discuss the grievance or complaint with the employee, and job steward if involved, and other people who have knowledge of the facts and shall recommend a solution. Upon receiving the grievance or complaint, the Chief shall make a determination in writing within fifteen (15) days.

If an authorized Union Representative determines an adjustment is required to a), b), c) or d) above, the Union representative may, prior to issuance of the 3rd step decision, do so without prejudice to the grievant's position or the merits of the grievance.

Second Step. If the Union is not satisfied with the Chief's determination, the Union shall then request a meeting with the City Manager within ten (10) days from the receipt of the determination. The City Manager shall investigate the grievance or complaint and discuss the grievance or complaint with the concerned parties. This shall be done within ten (10) days of the City Manager's receipt of the grievance. After investigating the problem, the City Manager shall advise the parties of his or her decision in writing within ten (10) days.

9.5 The decision of the City Manager shall be final and binding as to all complaints.

9.6 Third Step. If the decision of the City Manager as to a grievance is not satisfactory to the Union, the Union may submit the grievance to the American Arbitration Association, with a copy of the submission to the City Manager, within 10 days of the Union's receipt of the City Manager's decision.

9.7 The power and authority of the arbitrator shall be strictly limited to determination and

interpretation of the terms of this Agreement. The arbitrator shall not have the authority to add or subtract from or modify any of the terms, or to establish or change any wage or rate of pay in this Agreement.

- 9.8 The costs for the services of the arbitrator, including per diem expenses, if any, and travel expenses, shall be borne equally by the parties.
- 9.9 The final resolution of any grievance resulting in retroactive adjustment, including back wages, shall be limited to a thirty (30) day period prior to the date of the filing of a written grievance at Step One (1) (9.3.1) unless mutually agreed otherwise in writing by the parties.
- 9.10 It is agreed in respect to this grievance and complaint procedure that:
 - 9.10.1 It is the intent of the parties that a grievance or complaint must be raised at the earliest possible time. Any grievance or complaint in order to be entertained and processed must be submitted in a timely manner by the employee(s) or Union.
- 9.11 Nothing in this Agreement shall prohibit the presence of a Union representative at all steps, including the informal discussion, provided in this procedure, whether the grievant or person filing the complaint is an individual employee or the Union.
- 9.12 An employee(s) who files a grievance or complaint shall be allowed to attend all grievance meetings, including Court hearings, at which the grievance or complaint is being heard without loss of time or benefits, if the hearings are conducted during the employee's regularly scheduled work shift.
- 9.13 The decision of the arbitrator shall be binding upon the parties.

ARTICLE 10

PROMOTIONAL OPPORTUNITIES

- 10.1 The City shall maintain and make available to all employees a promotional list containing the names of all employees eligible for promotion to a higher rank and pay, not to include grades of the Corporal rank.
- 10.2 The City shall post all examinations for promotion available to employees not less than ninety (90) days prior to the expiration of the promotional list then in existence.
- 10.3 The posting shall contain the position tested for, criteria, minimum qualifications required and a complete bibliography of the documents and/or reference materials that will be used to compile the written portion of the test. The posting shall also include the criteria that will be used by the Oral Review Board in determination of its portion of the examination.

The City shall make available to employees, at the City's expense, all books, manuals, documents and/or reference materials (a minimum of three sets for employees to share) needed to complete both the written and oral portions of the examination. Employees shall cooperate in sharing such materials. If the Chief receives a complaint that the materials are not being shared in an equitable manner, the Chief will impose appropriate time constraints on how long an employee may

retain the materials in order to provide employees a fair opportunity to prepare for the test.

10.4 Testing

10.4.1 Testing shall be required for the positions of Corporal and Sergeant.

10.4.2 Promotional testing for the rank of Corporal shall be administered in October and March each year. Promotional testing for the rank of Sergeant shall be administered within 150 days of the City's knowledge of the existence of a vacancy. There will, however, be no testing for the Sergeant position if there is no vacancy.

10.5 In order to be eligible for promotion to Corporal, an employee must obtain the rank of PFC within the Department, complete 4 years of continuous service as an employee, and satisfactorily complete the testing process.

10.6 Written Test

10.6.1 All examinations shall be provided by and scored by a professional testing organization and shall be certified as being "bias" free by an outside agency which is qualified to make such determination and shall be job related to the position being tested for.

10.6.2 The City will make a reasonable effort to schedule employees in such a way that no employee shall be required to take an examination during the employee's normal work shift or within one shift after completion of the employee's normal work shift.

10.6.3 Written tests will be scored by the professional testing organization providing the test, and both written and oral scores shall be revealed to the applicants. The applicants shall be afforded the right to view the correct answers to the questions they missed.

10.7 Oral Review Panel

10.7.1 The oral review panel shall be made up of three (3) individuals from Police Departments within Sussex County and Kent County, Delaware but outside the Department. Such Police Departments shall be selected by random draw. The individuals on the oral review panel shall be designated by the Departments selected by random draw and shall be of equivalent rank, or one rank higher, of that which is being tested for.

10.7.1.1 One (1) representative from the Personnel Department and one (1) representative from the Union may sit as observers to the process but may not comment or participate in the questioning or grading of the oral review.

10.7.1.2 Each member of the oral review panel will independently grade each applicant based upon pre-determined criteria as to the points that the applicant should cover in answer to any questions asked. The score shall be totaled at the end of the questioning of each applicant and placed in an envelope which is identifiable to each individual participating. That envelope shall be sealed and turned over to the Chief at the end of each interview. With the consent of the applicant, the Chief shall forward the applicant's score to the Business Agent.

10.7.2 The same questions shall be asked of all applicants.

10.8 Time In Service

Employees shall receive the following points for the time-in service as an employee of the Department.

<u>Time In Service</u>	<u>Percentage</u>	<u>Points</u>
1 year	.5%	.5
2 years	1%	1
3 years	1.5%	1.5
4 years	2%	2
5 years	2.5%	2.5
6 years	3%	3
7 years	3.5%	3.5
8 years	4%	4
9 years	4.5%	4.5
10 years	5%	5
11 years	5.5%	5.5
12 years	6%	6
13 years	6.5%	6.5
14 years	7%	7
15 years	7.5%	7.5
16 years	8%	8

An employee with time-in-service as an employee of the Department of 17 years or more shall receive a bonus of 2 points.

10.9 Formal Education

10.9.1.1 Associates degree - 2 points (2%)

10.9.1.2 Bachelor's degree - 4 points (4%)

10.9.1.3 Master's degree - 5 points (5%)

Maximum of 5 points (5%)

10.10 Yearly Evaluation Promotability Scores

10.10.1 The supervisor of each employee seeking a promotion shall annually complete an evaluation of the employee.

- 10.10.2 The yearly evaluation grades each employee on a 21-point scale. The 21- point scale shall be converted to a 5-point scale or Promotability Score as follows:

<u>Yearly Evaluation Grade (21pt Scale)</u>	<u>Promotability Score (5pt Scale)</u>
21 (Exceeds Expectations)	5
20	4.75
19	4.50
18	4.25
17	4
16	3.75
15	3.50
14 (Meets Expectations)	3.25
13	3
12	2.75
11	2.50
10	2.25
9	2
8	1.75
7	1.50
6	1.25
5	1
4	.75
3	.50
2	.20
1	0

All grades or ratings must be justified in the "Comments" section of the yearly evaluation form. The two most recent yearly evaluations shall be convert to promotability score using the conversion table above. The two promotability scores shall be added together.

- 10.11 The components of the composite score shall be based upon assigning the following weight to each component for the Sergeant's promotional process:

Written Test	50%
Oral Review Panel	45%
PANEL Promotability Score (SEE BELOW)	5%

The time in-service (10.8) and formal education (10.9) points shall be added to the total composite score as bonus points.

The components of the composite score shall be based upon assigning the following weight to each component for the Corporal's promotional process:

Written Test	50%
Oral Review	45%
PANEL Promotability Score	5%

The time in-service (10.8) and formal education (10.9) points shall be added to the total composite score as bonus points.

10.12 **Minimum Passing Score**

The minimum passing scores are as follows:

Corporal	70
Sergeant	75

10.13 **Duration**

10.13.1 The Promotional list shall remain in effect for a two (2) year period from the date when the list is initially posted.

10.13.2 All promotions during that two (2) year period shall be made from the then current list unless the list is depleted, at which time a new list shall be established.

10.14 **Selection from Promotional List**

If there is more than one (1) employee on the promotion list, the Chief may promote from among the top two (2) on the promotional list. If an employee is bypassed twice, the second time an employee is bypassed for a promotion, the Chief must provide written justification.

MINIMUM QUALIFICATION FOR THE POSITION OF SERGEANT

10.15 An employee must have obtained the rank of corporal within the Department and 5 continuous years of service as an employee in order to be eligible for a sergeant position, unless no corporal meets the other qualifications. In such case, an employee with the rank of PFC, who has had some previous supervisory experience, is eligible for the sergeant position. An officer who has achieved the rank of corporal can test for the sergeant's process. Their results will be put on the list once they have completed one full year at the rank of Corporal.

10.16 **DETECTIVE**

10.16.1 In order to be considered for the position of Detective, an employee must have completed three (3) years of service as an employee of the Department and completed at least forty (40) hours of in-service, course work or seminars in criminal investigations.

10.16.2 The two (2) most recent yearly evaluations will be considered.

10.16.3 An oral review panel consisting of the Department's Lieutenants and the Chief shall interview and evaluate applicants for the position of Detective. At the Chief's discretion, employees holding the rank of Sergeant may be utilized to conduct the interview in the absence of a Lieutenant.

10.16.4 The Chief shall consider the Oral Review Panel's input in selecting the Detective.

10.17 **CORPORAL RANKS**

10.17.1 The ranks shall be listed as Corporal, Corporal 1, Senior Corporal, and Master

Corporal. The advancement to these ranks shall be automatic upon reaching the required step in the current pay scale and require no testing process or interviews.

10.17.2 These ranks shall apply to and be compensated according to the existing pay scale. An employee will advance to the next rank of Corporal as indicated in the scale below. If a Corporal receives discipline, which result in demotion, that Corporal shall be demoted to the rank of RFC, regardless of his Corporal Rank. If a Sergeant receives discipline, which results in demotion, that Sergeant shall be demoted to the employee's time in grade as a Corporal. For example, if the employee had 4 years time in grade as a Corporal at time of promotion to Sergeant, the employee would be demoted to the rank of Corporal 2. The appropriate uniform insignias shall be provided as is for all other ranks.

10.17.3	<u>Rank</u>	<u>Time in Grade</u>
	Corporal	Start - 2
	Corporal 1	3 - 5
	Senior Corporal	6 - 8
	Master Corporal	9 - 12

ARTICLE 11 **SENIORITY**

11.1 As used in this Agreement, the term "seniority" shall mean an employee's length of continuous service with the Department. No employee shall acquire seniority until completing the probationary period. Upon completion of the probationary period, an employee shall accrue seniority from the most recent date of hire.

11.2 If an employee accepts a promotion or transfer to a non-bargaining unit position (within the City), such an employee's seniority shall cease to accrue after the probationary period required for the new position has been attained. If the employee subsequently returns to a bargaining unit position, the employee's seniority shall again commence on the first day the employee returns to the bargaining unit. No employee shall gain seniority in the bargaining unit while working in a position for the City, outside of the bargaining unit.

11.3 Seniority will continue to accrue during all types of leave except for leaves of absence without pay for ninety (90) consecutive calendar days or more, which shall cause the employee's seniority date to be adjusted for an equivalent amount of time. Leave of Absence without pay for periods of less than ninety (90) consecutive calendar days shall not cause the seniority date to be adjusted.

11.4 Seniority shall be used for, but not limited to, the following:

- A. Lay-off or Recall
- B. Vacation & Compensatory Scheduling
- C. Transfers (per Article 16)
- D. Shift Assignment (shall be considered)
- E. Overtime (shall be considered)
- F. Educational Opportunities (Schooling) (shall be considered, but is not the

determining factor)

- 11.5 The City shall maintain and furnish the Union a seniority roster (based on date of hire with the Department) when updated, but in all events on at least an annual basis. At the same time the seniority roster is furnished to the Union, the roster shall also be posted on the Union bulletin board. Employees who wish to appeal their hire date or placement on the seniority roster must do so in writing to the City Manager within 30 days of the date the roster is posted.
- 11.6 In the event it becomes necessary to lay off employees for lack of work or lack of funds, employees with the least seniority shall be laid off first. The City shall give an employee at least a fourteen (14) day notice prior to the effective date of any layoff. A copy of any notice of lay off shall be mailed to the Union.
- 11.7 During any period in which there are laid-off employees, the City shall offer to rehire all such employees by offering them available seasonable positions before it hires seasonal employees. The employee shall be paid the employee's then current rank and step as if the employee had never been laid-off. Whether the employee accepts or rejects the recall to seasonal work, the employee's eligibility for recall to a full-time regular position shall remain unaffected.
- 11.8 An employee who is recalled to work shall have the recall notice sent to the employee's known address by email and certified mail, and notice provided by phone, and shall have seven (7) calendar days from the receipt of such notification, in which to notify the City of his or her intention to return to work. Such an employee shall return to work within fourteen (14) days of receipt of notification or the employee will forfeit seniority.

ARTICLE 12

SPECIAL ASSIGNMENT POSITIONS

- 12.1 A Special Assignment Position is an appointed position within the Police Department.
- 12.2 The following positions within the department shall be classified as special assignment positions:
- A. Bicycle Patrol Unit Commander
 - B. D.U.I. Countermeasures Program Coordinator
 - C. Firearms Officer
 - D. Vehicle Maintenance Officer
 - E. Assistant Accreditation Manager
 - F. School Resource Office
 - G. Drone Pilot
 - H. DEA Task Force
- 12.2.1 The School Resource Officer can be assigned to the split shift; however, a different officer may be assigned to the split shift. Seniority shall be considered.
- 12.3 An employee may request a change in the employee's Special Assignment Position by advising the Chief, in writing, of the employee's request.

- 12.4 Vacancies in Special Assignment Positions shall be announced to all employees by posting a vacancy announcement on the Department bulletin board. Employees may provide the Chief with a written expression of interest in such position on or before the deadline established in the posting.
- 12.5 The Chief shall, upon request, provide to any employee suggestions as to steps the employee may take in order to enhance the employee's prospects of receiving a particular Special Assignment Position.
- 12.6 The Chief retains the discretion to create and eliminate Special Assignment Positions, remove employees from such Special Assignment Positions, and determine which employee will be assigned to vacant Special Assignment Positions. In making assignments to Special Assignment Positions, the Chief is not limited to selecting an employee who submitted a written expression of interest in the Special Assignment Positions.
- 12.7 An employee adversely affected by a decision of the Chief in making an assignment and/or removing an employee from a Special Assignment Position may pursue a grievance based on the allegation that the action of the Chief was arbitrary or capricious.

ARTICLE 13
ALCOHOL AND DRUG TESTING

- 13.1 While abuse of alcohol and drugs among employees is the exception rather than the rule, the parties share a common concern that alcohol and drug abuse may have an adverse effect on an officer's ability to perform their duties or to provide protection to the public, fellow officers and employees.
- 13.2 The City and the Union agree that employees are expected to be free from the influence of drugs and alcohol while on duty.
- 13.3 In addition to drug testing of employees due to incident or due to reasonable suspicion, the parties recognize the City may engage in random drug and alcohol testing of employees.
- 13.4 The City agrees it will perform all drug and alcohol testing in accordance with the Omnibus Transportation Employee Testing Act, as amended ("Act").
- 13.5 Prohibited Activities — All employees are prohibited from engaging in the following activities:
- 13.5.1 The manufacturing, possession, sale, distribution, dispensation, receipt, transportation, consumption, or being under the influence while on duty or in a City-owned or -leased vehicle of unauthorized alcoholic beverages, marijuana, any illegal nonprescription drugs, any prescription drugs not prescribed to the employee, or drugs prescribed to the employee in a dosage or amount that exceeds the dosage or amount prescribed for the individual by a licensed physician.
- 13.5.2 The operation of any City vehicle while under the influence of alcohol, illegal nonprescription drugs, marijuana, any prescription drugs not prescribed to the

employee, or drugs prescribed to the employee in a dosage or amount that exceeds the dosage or amount prescribed for the individual by a licensed physician.

- 13.5.3 The possession, distribution, or consumption of alcohol while on duty, or having a blood alcohol concentration of 0.02 or greater while on duty or in a City-owned or -leased vehicle.
- 13.5.4 Placing, carrying, or allowing the placement of any unauthorized alcoholic beverages in any City vehicles or equipment.
- 13.5.5 Reporting under the influence of illegal nonprescription drugs.
- 13.5.6 Reporting to work with a blood alcohol concentration of two-hundredths (0.02) or greater.
- 13.5.7 The refusal to submit to an alcohol or drug test as defined by and required by the Act.
- 13.6 Disciplinary Action — Each employee who engages in any of the activities prohibited under Section 13.5 above shall be subject to disciplinary action.
 - 13.6.1 If an employee's test for alcohol shows a blood alcohol concentration of five-hundredths (0.05) or greater, that employee will have to take a second test. This test must be taken within seven (7) calendar days of the date when the employee is given the written results of the test. The employee will not be able to return to work until he/she tests negative. This unworked period will be without compensation. Before the employee is subject to discipline up to and including discharge, the City may require follow-up testing as required by a substance abuse professional. Such retesting cannot be more frequent than six (6) times within the next twelve (12) month period from the employee's most recent positive test. If within a two (2) year period a follow-up test or another testing reveals a blood alcohol concentration of five-hundredths (0.05) or greater, the employee shall be subject to discharge.
 - 13.6.2 If an employee tests positive for marijuana, illegal nonprescription drugs, or any prescription drugs not prescribed to the employee, the employee has 72 hours to request that the split sample be submitted for testing. During the period of time the split sample is being tested, the employee shall be relieved of duty with pay until the results are determined. If the split sample also tests positive, the employee shall be subject to discipline, up to and including discharge. If the employee is not discharged, the City may require follow-up testing as required by a substance abuse professional. Such retesting cannot be more frequent than six (6) times within the next twelve (12) month period from the employee's most recent positive test. If within a two (2) year period a follow-up test or another testing reveals the presence of illegal nonprescription drugs, the employee shall be subject to discharge. In the event advanced testing becomes available in the area that can determine present impairment, the parties will meet and confer and consider a memorandum of understanding.
- 13.7 Testing — The following are the circumstances under which an employee may be tested.
 - 13.7.1 Random Testing - each employee may be tested for alcohol content, marijuana, illegal

nonprescription drugs, or any prescription drugs not prescribed to the employee. Such tests will be conducted on a random, unannounced basis in accordance with the Act. Employees shall be combined with all City employees subject to random testing under the Act to create a larger pool from which random selection shall be made.

- 13.7.2 Reasonable Suspicion - An employee shall be tested for alcohol content and/or the use of illegal nonprescription drugs if the employee's supervisor, two (2) if available, has reasonable suspicion to believe that an employee is under the influence of alcohol and/or the use of illegal nonprescription drugs.
- 13.7.3 Post Accident — Each employee who operates a City vehicle while involved in a traffic accident shall be tested.
- 13.8 Refusal to submit to a test is to be deemed a positive test result - An employee who refuses to submit to a drug and/or alcohol test is defined as an employee deemed to have tested positive if the employee:
 - 13.8.1 Fails to provide an adequate breath sample without a valid medical explanation after the employee has received notice of the requirement for breath testing.
 - 13.8.2 Fails to provide an adequate urine sample for testing without a valid medical explanation after the employee has received notice of the requirement for urine testing.
 - 13.8.3 Fails to provide an adequate blood sample for testing without a valid medical explanation after the employee has received notice of the requirement for blood testing.
 - 13.8.4 Engages in conduct that clearly obstructs the testing process.
- 13.9 The City shall pay for the cost of the initial testing as well as the testing of the split sample. The employee shall pay the cost of any testing required before the employee can return to work after having been suspended without pay for testing positive. Once an employee returns to work after suspension without pay for testing positive, the City shall pay for any test.
- 13.10 Each employee who tests positive for marijuana or an illegal nonprescription drug or whose test indicates a blood alcohol concentration of greater than 0.02 but less than 0.05 shall be disciplined as follows:
 - 13.10.1 On the first occurrence, be suspended for eight (8) hours without pay.
 - 13.10.2 On the second occurrence, which occurs within five (5) years of the first occurrence, be suspended for forty (40) hours without pay.
 - 13.10.3 On the third occurrence, which occurs within five (5) years of the first occurrence, be subject to discharge.
 - 13.10.4 Each employee whose test indicates a blood alcohol concentration of 0.05 or greater shall be disciplined as follows:

On the first occurrence, suspended for 40 hours without pay.

On the second occurrence, which occurs within five (5) years of the first occurrence, subject to discharge.

- 13.11 If an employee is taking prescription or non-prescription medication in the appropriate prescribed manner, and he/she tests positive because of taking that prescription or nonprescription medication, the employee shall not be disciplined.
- 13.12 Employees may file a protest under Article 7 challenging the basis for reasonable suspicion testing or any disciplinary action taken under this Article or for failure to follow the requirements of the Act. All such action taken by the City must be supported by "just cause."
- 13.13 When a grievance is filed, the City shall, within 36 hours, provide the Union with a full and complete copy of all test results including chain-of-custody forms.

ARTICLE 14
WORK DAY, WORK WEEK, AND SPECIAL DUTY

- 14.1 A "work day" is a period of twenty-four (24) hours beginning at 12:00 midnight and ending at 12:00 midnight on the following day.
- 14.2 A "regular work day" for employees covered by this Agreement shall consist of 12 consecutive hours. The "regular work day" for the Detective and any Special Assignment Position shall be defined by mutual agreement between the Administrative Staff, and the affected employee but at minimum shall consist of 8-12 consecutive hours.
- 14.3.1 If employees are working 8-hour shifts, a "regular work week" for employees covered by this Agreement shall consist of forty (40) hours within the workweek of five (5) regular workdays within a calendar week (Monday through Sunday). All hours worked in excess of forty (40) hours per week shall be compensated at the rate of time and one-half (1-1/2). Vacation leave, paid holidays and compensatory time are included in calculating hours worked. Sick leave is not included in calculating hours worked.
- 14.3.2 If employees are working 12-hour shifts, the work period shall be 80 hours within a period of 14 consecutive days consisting of two consecutive calendar weeks. All hours worked in excess of 80 hours in such a work period shall be compensated at 1-1/2. The City may, however, reduce the length of employees' 12-hour shifts within the work period in order to avoid scheduling employees to work in excess of 80 hours in a work period. Vacation leave, paid holidays and compensatory time are included in calculating hours worked. Sick leave is not included in calculating hours worked.
- 14.3.3 Employees, including the Detective, shall be paid every 2 weeks.
- 14.4 **Extra Duty Details:**
- 14.5.1 "Extra duty" work involves situations where a third party retains an employee to provide services in connection with an event or activity. 'Extra duty' does not include any work funded by grants. Employees shall establish a reasonable rate of extra duty

compensation to be paid to the employee taking into consideration the extra duty rates charged by agencies throughout the State. Payments to employees shall be through the City payroll, and are subject to the normal withholdings. The City shall establish the reimbursement rates for the use of a City vehicle, general liability coverage, and workers' compensation coverage. The City shall administer extra duty assignments in a manner consistent with a Department Directive adopted with input from the Union. The City shall make a reasonable effort to avoid scheduling more than one third-party assignment per day if the assignment requires a full-time officer. Depending on the nature of an Extra Duty assignment, the Chief of Police may permit probationary officers who have completed Field Training to sign up for Extra Duty assignments.

- 14.5.1.1 If an extra duty assignment has been posted for a period of 7 days and no officer(s) (covered by this agreement) signs up to work the event, an officer(s) may be assigned to work the event so long as the officer was advised via the posting that they may be assigned. All assignments will be based upon seniority taking into account officers already scheduled to work the day of the event. In cases where an officer(s) is assigned to work and event, they shall be paid the extra duty rate through the City by the extra duty employer consistent with departmental policy governing extra duty employment. In cases of short notice extra duty events (house moves, lane closures, etc. which are not posted, or are posted for a period of less than 72 hours) a call-in procedure shall take the place of the posting; however, in the event no officer(s) volunteers to work, the officer with the least amount of seniority not working the day of the event shall be assigned. In cases of emergency events, the Administrative Staff shall attempt, when feasible, to give employees 24 hours' notice in accordance with Article 14.8.
- 14.5.1.2 On the occasion that a special duty event (third party) is rained out or postponed, the employee who originally signed up for the extra duty shall have first right of refusal prior to being reposted, as long as it does not interfere with minimum staffing levels.
- 14.5.2 Employees shall be paid at the extra duty rate of pay for a minimum of 3 hours for the extra duty work. If the employee works more than 3 hours, the employee shall be paid at the extra duty rate of pay for all hours worked.
- 14.5.3 Special Grants - Notwithstanding Section 14.3, the rate of pay and the terms of pay for work under special grants shall be set and paid in accordance with the terms of such grants.
- 14.6.1 Where an employee is required to appear in court on off-duty hours, including Grand Jury time, in connection with the performance of duty, the employee shall, commencing thirty (30) minutes prior to the time the employee is scheduled to be in court, receive pay for four (4) hours or the actual time (including time spent meeting with attorneys, witnesses, etc.), whichever is greater, at time and one-half (1-1/2) for such time. In no event shall an employee receive premium court time pay for regular duty hours.
- 14.6.2 Employees required to remain on the clock (i.e. who are held over) for court following a shift ending at 7:00 a.m. shall be entitled to receive pay for a minimum of two and a half (2-1/2) hours at time and one-half (1-1/2) in accordance with Section 14.6 above.

The lead investigator required to appear in court on off-duty hours may go to court, as opposed to being placed in an on-call status. Other assisting officers required to appear in court shall be placed in an on-call status commencing at the time the employee is scheduled to report for court and shall be compensated for two (2) hours or the actual time, whichever is greater, at one and one-half (1 1/2) times the straight time hourly rate for such time.

14.7.1 With the exception of the situation described in Article 14.7.2, if an employee is called into work beyond the employee's scheduled work hours, such an employee shall be paid at the rate of time and one-half the employee's regular base rate of pay for four (4) hours, or for the call-in time actually worked, whichever is greater. Provided, however, that if the employee is called into work and reports to work within four (4) hours of the start of the employee's regular shift, such employee's call in pay shall not extend beyond the start of the employee's scheduled shift. For example, if an employee is scheduled to work at 7:00 AM but is called in and reports to work at 5:00 AM, such an employee shall receive two (2) hours call-in pay.

14.7.2 If an employee who is called into work beyond the employee's scheduled work hours is released from work prior to the expiration of four (4) hours and is then called in to work a second time within the four (4) hour period covered by the initial call-in, such an employee shall be paid at the rate of time and one-half (1-1/2) of the employee's regular base rate of pay for four (4) hours from the initial call-in or for all time actually worked, whichever is greater. For example, if an employee is called into work, reports at 8:00 PM, is released from work at 8:30 PM, is called in a second time at 9:00 PM and is released from work at 11:00 PM, such officer will receive call-in pay for four (4) hours.

14.7.3 As part of their professional obligation, employees shall be required to attend station meetings, and if an employee is not scheduled to work, he or she shall be compensated at the rate of one and one-half (1 1/2) times their regular base rate of pay for time spent in such meeting.

14.7.4 Overtime or premium pay shall not be pyramided, compounded or paid twice for the same time worked. Thus, for example, because an employee is paid premium time for court time and call-in time, such time shall not be included in determining whether the employee should receive overtime pay.

14.8 Except in the case of an emergency, a twenty-four (24) hour notice shall be given to any employee prior to the change in the normal work schedule. If less than twenty-four (24) hours' notice is given, the first shift of the new schedule will be paid at one and one-half (1 1/2) times the straight time hourly rate of pay.

14.9 Overtime shall be paid as follows:

1-7 minutes	no overtime
8-22 minutes	15 minutes overtime
23-37 minutes	30 minutes overtime
38-52 minutes	45 minutes overtime
53-60 minutes	60 minutes overtime

14.10 If an employee is called to work on his assigned scheduled day off, the employee

shall be paid at the rate of one and one-half (1 1/2) the employee's regular rate of pay for a minimum of four (4) hours. If the employee works four (4) or more hours, the employee shall be paid at the rate of one and one-half (1 1/2) the employee's regular rate for all hours worked.

- 14.11 If an employee is placed on standby status by the Chief, in that the employee must stay in contact with the City and be prepared to report to work and if notified to work reports to work within two (2) hours' notice, the employee shall be paid at the rate of one-half (1/2) his normal hourly rate for each hour the employee is placed on standby for a minimum of four (4) hours in each twenty-four (24) hour period. Standby status ends upon notification of the supervisor of inability to report for reasons beyond the employee's control.
- 14.11.1 In the event the City Manager determines there is an emergency which requires that employees stay beyond their regularly scheduled shift, such employees shall be compensated at the overtime rate for all hours the employees are required to work beyond their regularly scheduled shift, and will be provided a meal.
- 14.12 Upon agreement of the City and the employee, an employee may receive compensatory time in lieu of overtime in accordance with the provisions of the Fair Labor Standards Act.
- 14.12.1 Compensatory time for employees shall accrue at the rate of one and one-half (1 1/2) hours for each one (1) hour of overtime worked.
- 14.12.2 Compensatory time earned prior to January 1, 2005 shall not be lost. Compensatory time accumulated prior to January 1, 2005 may be carried over from one calendar year to the next without any limitations. Compensatory time accumulated after January 1, 2005 may be carried over from one calendar year to the next subject to a cap of 80 hours. Provided, however, that unused compensatory time in excess of 80 hours accrued after October 1, and prior to January 1 of the following calendar year, shall be used prior to the following April 1. Therefore, at the end of each calendar year, after calendar year 2005, the compensatory time each employee accumulated after January 1, but prior to October 1, shall equal not more than 80 hours, except to the extent the unused compensatory time in excess of 80 hours is accrued after October 1 and prior to the following January 1. The unused compensatory time in excess of 80 hours earned after October 1 must be used prior to the following April 1. This limitation on the accumulation of compensatory time includes compensatory time earned after January 1, 2005 under Articles 14.12, 14.13, 27.6 and 27.7.
- 14.12.3 At the time of termination of an employee's employment for any reason including retirement, the employee shall be paid in full for any unused, accumulated compensatory time. The amount of unused, accumulated compensatory time is subject to the limitation on accumulation set forth in Article 14.12.2.
- 14.13 If City offices would normally be open but are closed due to an emergency, employees who are required to work the shift on duty when the closing is announced and the next shift after the closing is announced shall receive compensatory time for such hours worked. If on such a day an employee scheduled to work is unable to report to work due to the conditions causing the closing of the City offices, such an employee shall be paid for eight (8) hours at the employee's base rate of pay.

- 14.14 The shift commander may authorize an employee to use accrued compensatory leave, holiday leave, or vacation leave during the shift the employee is working under the supervision of the shift commander. The Chief, or his designee, may authorize the shift commander to use accrued compensatory leave, holiday leave, or vacation leave during the shift the shift commander is working. Such leave shall not be authorized by a shift commander if (a) granting the leave would result in fewer than two employees working for the entire shift; or (b) granting the leave would create a need for an employee to work overtime.
- 14.15 Except in the case of an emergency, there shall be a minimum of 2 uniformed police officers on patrol duty (i.e. patrol duty is the officer's primary responsibility) at all times. "Uniformed officers" includes any sworn officer, including the Chief, who is in uniform.
- 14.16 Each employee is required to "clock" in and out at the beginning and end of the employee's shift, and whenever they are off-duty (e.g. doctor appointments, personal business, etc.). Only employees who are at a remote site other than a City facility (e.g. an employee reporting directly to court) may clock in and out using the phone system.

ARTICLE 15
SHIFTS

- 15.1 The normal shift hours for officers assigned to patrol shall be:
- | | |
|---------|---------|
| 7AM-7PM | 7PM-7AM |
|---------|---------|
-
- 15.2 Shifts shall not be changed except in accordance with the following exceptions:
- (1) As set forth in 14.3.2;
 - (2) The scheduling of a split shift, or an officer assigned to work overlapping coverage, in which case shift hours will be determined based upon departmental needs.
 - (3) The day of the Independence Day fireworks event;
 - (4) The attendance of Departmental Training (ALERT, Firearms, etc.); and
 - (5) Mutual consent of the Chief and the affected employee.
- Once changed, the Union will be required to negotiate with the City the changes as they relate to overtime, etc.
- 15.3 With the exception set forth in 14.3.2, shifts shall not be changed to avoid the payment of overtime. With the exception of shift changes attributable to a promotion, permanent shift changes shall be announced 60 days in advance of the effective date of the shift change.
- 15.4 **12 Hour Shifts**
- Employees within the bargaining unit shall, effective January 1, 2005 (assuming a

contract is ratified prior to that date), work twelve (12) hour shifts using the shift configuration the Union presented to the City in negotiations. In all events, the Detective shall continue to work eight (8) hour shifts.

ARTICLE 16
TRANSFERS

- 16.1 When necessary to temporarily transfer employees between shifts for emergency operational purposes, such transfers shall be considered work assignments and are within the discretion and prerogatives of Management. Seniority shall be considered when making such transfers.

ARTICLE 17
ASSIGNMENT TO HIGHER CLASSIFICATION

- 17.1 An employee designated by the Chief to work in a higher pay grade, who works in such higher pay grade for at least 5 consecutive days (for example, a corporal working as a sergeant), shall, for the duration of such temporary assignment (i.e. retroactive to the first day of such assignment), be paid at the rate of pay for the higher pay grade.
- 17.2 A supervisor may temporarily assign an employee, to work outside his or her normal classification provided such assignment does not displace another regular employee. An employee's pay shall not be reduced when performing such work.

ARTICLE 18
UNION ACTIVITIES

- 18.1 Employees shall have the right to join in, or refuse to join in, Union activities without interference, intimidation or coercion by either the City or the Union. Further, employees shall enjoy all other rights and privileges as outlined in this Agreement.
- 18.2 Nothing contained in this Agreement shall preclude any employee covered by this Agreement from pursuing any right or remedy available under this Agreement without representation of the Union. Further, nothing contained in this Agreement shall preclude any employee from discussing a problem directly with his immediate supervisor or any other departmental official without the intervention of the Union. Any resolution that is in conflict with this Agreement must be submitted and agreed to by the Union. Any resolution accepted by an employee shall not set a precedent for the settlement of any other dispute by the same or other employees.
- 18.3 **JOB STEWARDS**
- 18.3.1 There shall be one (1) Steward and one (1) Alternate Steward.
- 18.3.2 The City recognizes the right of the Union to designate one employee to act as Job Steward and an employee to act as an Alternate Job Steward. The Union will advise the City in writing of the name of the Job Steward and Alternate Job Steward by filing such a list with the Chief prior to the Job Steward and Alternate Job Steward assuming duties. The term "Job Steward" as used in this Agreement shall mean an employee designated by the Union to investigate grievances and represent employee

at grievance hearings and other employee representation as outlined in this Agreement. The Alternate Job Steward shall act as the Job Steward when the Job Steward is absent or unavailable. The Job Steward and/or Alternate Job Steward shall be compensated for travel time to bargaining sessions, and time spent at the bargaining table if the Job Steward and/or Alternate Job Steward are scheduled off at the time of negotiations. The parties recognize that it has been the practice of the parties to schedule negotiations at a time when either the Job Steward, or the Alternate Job Steward, is scheduled to work.

- 18.4 Shift Supervisors or their designees, shall grant approval to Job Stewards to investigate or process grievances during work time. The Job Steward granted such time will in no way interfere with the operation of the Department.
- 18.5 Stewards who investigate grievances during work time shall not use excessive time in doing so. Nor shall they make unreasonable request for the time of other employees while these employees are on duty.
- 18.6 The City shall make available time off from work with pay for the Job Steward or Alternate Job Steward designated by the Union's President to take part in the following activities:
1. Contract Negotiations
 2. Grievance/Complaint Proceedings and Hearings
 3. Disciplinary Procedures
 4. Representation of employee(s) at grievance or disciplinary proceedings
 5. P.E.R.B. Proceedings
 6. Contract Related Court Proceedings

The Job Steward shall be released from duty by the Shift Commander or his designee. If the designated Steward is unable to attend for any reason, the Union may have an alternate member released from duty during the required time.

- 18.7 With the permission of the City Manager, a representative of the Union shall have reasonable access to City's premises for the purpose of conferring with City and with Stewards.

While permission shall not be unreasonably withheld, it shall not be granted at times when it would interfere with the safe and efficient operation of the Department.

- 18.8 Stewards shall be allowed to use City computers, typewriters, telephones, copy machines, or other office equipment provided they are acting in their official capacities as provided for in Article 18 of the Labor Agreement. Any disputes arising from this letter of understanding are subject to the grievance procedure as outlined in the labor agreement.

ARTICLE 19

UNIFORMS AND EQUIPMENT

- 19.1 The City will continue to furnish and maintain (including cleaning) uniforms and equipment in accordance with the manufacturers recommendations.

- 19.2 The Detective/Criminal investigator shall receive an allowance of \$750 per year for the purchase and replacement of clothing used in the performance of their duties.
- 19.3 The City will continue to dry clean or launder items of civilian clothing worn by the Detective Criminal investigator at no expense to the Officer holding that position.
- 19.4 Upon leaving the department, all uniforms and equipment issued to the employee will be returned to the employer in like condition as when issued, reasonable wear and tear accepted.
- 19.5 Upon request, maternity uniforms shall be issued to pregnant uniformed employees. The uniforms shall be returned to the Department upon commencement of the employee's maternity leave.
- 19.6 The Detective/Criminal Investigator shall be supplied a vehicle to take home for the entire year, from January 1 to December 31. Any related equipment deemed necessary by the Department for the employee to carry out the employee's duties shall also be provided. The vehicle supplied to the Detective/Criminal Investigator shall not be used for any personal purpose.
- 19.7 If the Chief is considering a change in uniforms or equipment, the Chief shall notify the Assistant Steward for the purpose of obtaining the input of the Union prior to implementing the change. If the Assistant Steward proposes a change in uniforms or equipment, the Assistant Steward shall notify the Chief of the proposed change, and the Chief shall consider and discuss the proposal with the Assistant Steward. All proposals initiated by an employee must be communicated through the Assistant Steward.
- 19.8 The City shall provide each employee a ballistic vest. Each employee must wear the vest at all times the employee is providing services as a police officer. The City will, upon the expiration of each vest, replace the vest with the vest selected pursuant to 19.7.

ARTICLE 20
WAGE STATEMENT

- 20.1 The City shall furnish to each employee on pay days a wage statement showing the period of time covered, name of employee, straight time and overtime hours worked, total of wages paid and itemized deductions made there from.
- 20.2 Employees shall be paid every two weeks.

ARTICLE 21
REPLACEMENT OF PERSONAL PROPERTY

- 21.1 The City agrees to reimburse the full cost for eye glasses and contact lenses and for damages to dental equipment, i.e. full and/or partial plates, and up to two hundred dollars for wrist watches, jewelry, etc., damaged in the line of duty, provided adequate proof of such damage, the circumstances of the event, and a statement of the original purchase price are presented to the City for verification of loss.

21.2 The above stated reimbursement shall be paid to the employee within a reasonable time as agreed to by the employee and the City.

21.3 The City, with the cooperation of the employee, will then seek reimbursement from the Victims Compensation Fund.

ARTICLE 22
VACATION LEAVE

22.1 Vacation is accrued by full-time employees according to the following schedule:

<u>Completed Years of Service</u>	<u>Vacation Hours Annually</u>
0 through 5 years	80 hours
6 through 10 years	120 hours
11 through 19 years	160 hours
20 years or more	200 hours

22.2 Vacation time may be taken in hourly increments.

22.3 New employees accrue vacation on a pro-rated basis during their first year, but may not take the leave during the probationary period unless approved by the City Manager. After an employee completes one year of service, each January 1st thereafter, an employee will be credited with vacation days earned by the employee during the previous year except to the extent the employee was permitted to take such days during the prior year.

22.4 The request will then be submitted to the Chief prior to the employee's first day of absence unless the request is submitted in accordance with Article 14.14. At a maximum of thirty (30) days prior to the requested time off, the shift sergeant will initial the request on a seniority basis ensuring adequate staffing and to avoid scheduling conflicts. The request will then be submitted to the Chief prior to the employee's first day of absence. After considering staffing and scheduling conflicts, the Chief will also either approve or deny the request. Employees may not receive vacation in lieu of taking time off from work. Unused vacation may be carried over to the next calendar year to a maximum of an aggregate of 40 hours except to the extent it is necessary to carry over vacation days because the employee is not permitted to take his/her vacation days.

22.5 Unused earned vacation time at an employee's retirement, resignation or termination will be paid at the employee's current hourly rate (in the event of death of the employee, shall be made to his/her estate). If an employee uses vacation hours in excess of the hours earned as to the date of the employee's termination, the value of such hours shall be deducted from the employee's final paycheck.

22.6 If an employee takes vacation during a week in which one of the specified holidays occurs, the employee will be paid holiday pay and be credited with 8 hours of vacation.

22.7 Employees will be paid for vacation at their regular rate of pay.

ARTICLE 23
DISCRETIONARY LEAVE

- 23.1 Any employee desiring leave of absence without pay shall secure approval from the City. Approval of leave without pay for a period up to and including 40 hours must be obtained in writing from the Chief. Requests for leave in excess of 40 hours must be approved by the City Manager. With the exception of leaves granted under Articles 24, 25 and 26, the maximum leave of absence shall not exceed one (1) month. As a general policy, unless other arrangements are approved, annual leave or sick leave, if applicable, must have been exhausted before leave without pay may be taken.

ARTICLE 24
BEREAVEMENT LEAVE

- 24.1 Bereavement leave: immediate family. In the event of a death in the immediate family of any employee, the employee shall be granted a maximum of five working days, with pay, not charged to any leave balance, to arrange for and/or attend funeral services or related matters.
- 24.2 Immediate family defined. "Immediate family" includes the employee's parent, stepparent, spouse, child, stepchild, grandchild, grandparent, sibling, parent-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law or any relative who resides in the employee's household or any person with whom the employee has made their home.
- In the event of the death of an employee's Aunt, Uncle, First Cousin, Niece, or Nephew, paid leave (at the employee's regular base rate of pay for scheduled working hours) of 12 hours will be granted to attend the funeral if the regular employee is scheduled to work on the day of the funeral.
- 24.3 Payment for absences due to a death in the family will not be made in addition to sick leave payments or holidays, which may occur simultaneously.
- 24.4 An employee may request additional time beyond the time provided in 24.1. The City Manager may grant such additional time to be charged against the employee's sick leave.

ARTICLE 25
MILITARY LEAVE

- 25.1 Bargaining unit employees who are members of the National Guard or a United States military reserve unit shall be granted up to 80 hours military training leave each year.
- 25.2 Such an employee shall receive benefits during the 80 hour leave and compensation equal to the difference, if any, in the base salary as a guardsman or reservist and the salary the employee would have earned if the employee worked normal shifts as an employee during the period. The effect will be to maintain the employee's salary at the normal level during this period. A copy of the employee's military pay voucher shall be submitted with the request for pay differential compensation to the City Manager within fourteen (14) days of the end of the leave. If the employee's military duty exceeds 80 hours, such an employee will be granted an unpaid leave of

absence.

- 25.3 If an employee is ordered to perform emergency military duty under the supervision of the United States Government (Example: call to active duty, ordered by the President) or the State of Delaware (Example: call to duty ordered by the Governor during a State of Emergency), a leave of absence will be granted. The City will continue to pay fringe benefits during this tour of duty.
- 25.4 Any regular employee who is inducted or enlists for active military service in the United States Armed Services shall be granted a military leave of absence without pay. Such an employee shall notify the Chief and provide a copy of the employee's orders as soon as possible. This leave shall extend for ninety (90) calendar days beyond the termination of compulsory service for the first enlistment as applicable, if the employee applies for reemployment with the City Manager within the ninety (90) calendar day period after honorable discharge from the Military Service and provided the employee is physically and mentally capable of performing satisfactorily in the position, the employee will be restored to his former position without loss of seniority, status, or reduction in pay.
- 25.5 In the event that a position vacated by an employee entering the armed services no longer exists, job return rights shall be controlled by Federal Law.

ARTICLE 26 **SICK LEAVE**

- 26.1 The City shall provide paid sick leave to bargaining unit employees for periods of temporary absence due to illness or injury.
- 26.2 Employees who are on the payroll as of September 30, 1999, shall be eligible to accumulate sick leave at the rate of 120 hours per year. Sick leave may be carried over each calendar year. Employees hired after September 30, 1999, will receive 120 hours of sick leave for the first year of employment and thereafter shall accumulate 80 hours of sick leave per year. Sick leave may be carried over each calendar year.
- 26.3 Sick Leave shall be made available to employees at the time it is earned.
- 26.4 Employees who are on the payroll as of September 30, 1999 shall be paid accrued sick leave upon resignation, retirement and/or termination at current hourly rate. The maximum number of hours the City will be liable to reimburse such employee will be 360 hours. In the case of death of an employee, unused sick leave shall be paid to his/her estate. Employees hired after September 30, 1999 shall not be paid accumulated sick leave upon resignation unless the resignation occurs after 15 or more years of service with the City, or at any time if the employee becomes disabled from working as a police officer, but shall be eligible for all other payments called for under this section.
- 26.5 An employee must notify the Chief or Shift Commander of the employee's inability to work at least two (2) hours prior to the starting time of the employee's scheduled shift. Failure to do so may result in loss of pay.
- 26.6 An employee who has exhausted his accumulated sick leave, annual leave and

compensatory time leave allowances may, at the discretion of the City Manager, be granted additional days of sick leave. Such exceptions shall be granted by the City Manager on the individual merits of each circumstance and shall be credited against future earned sick leave.

- 26.7 Sick leave charges in excess of earned sick leave may be charged to earned and available annual leave or leave without pay at the Employee's option. This is not intended to limit the City's right to take disciplinary action based on absenteeism.
- 26.8 A certificate from a doctor shall be required of any employee under any of the following circumstances:
- 26.8.1 Whenever, in the opinion of the City Manager, there is abuse or misuse of sick leave, provided, however, that no certificate shall be required until notice is given to the employee.
- 26.8.2 Whenever an employee is sick or ill for three (3) consecutive working days.
- 26.8.3 Whenever an employee is sick or ill and absent from work the scheduled workday before or the scheduled workday after a holiday, unless otherwise excused from work by the City Manager, provided, however, that unless such a certificate is furnished or the employee is otherwise excused by his department head, such employee will not be paid for the holiday.
- 26.9 Employees shall make every effort to schedule medical or dental appointments before or after work. If an employee must take time off from work for such appointments, such an employee may take sick leave, vacation or compensatory leave with the prior scheduling approval of the Chief, and, except in the case of an emergency, with 24 hours' notice to the Chief.
- Absence of a fraction of a day that is chargeable to sick leave shall be charged a minimum of one (1) hour increasing in increments of one-half (1/2) hour.
- 26.10 An employee absent from work on a legal holiday, during paid sick leave, on vacation, on leave for disability arising from injuries sustained in the course of his employment or on authorized leave shall continue to accumulate sick leave at the regularly prescribed rate during such absence, as though the employee were on duty.
- 26.11 Any holidays that fall during a period that an employee is on sick leave shall be charged as a holiday and not taken off the total accumulated sick leave.
- 26.12 In the event an employee provides medical certification that the employee is incapable of performing the duties of his/her regular classification through illness or injury, the City may transfer the employee, with such employee's consent, to a position for which he/she is qualified, provided the change can be accomplished without displacing another employee. The City shall consider the employee's years of City service.

ARTICLE 27
HOLIDAY LEAVE

The following days are holidays with pay for bargaining unit employees:

A. New Years Day	H. Labor Day
B. Martin Luther King Day	I. Columbus Day
C. Presidents Day	J. Veteran's Day
D. Good Friday	K. Election Day (every other year)
E. Memorial Day	L. Return Day (1/2 day) (every other year)
F. Juneteenth	M. Thanksgiving Day
G. Independence Day	N. Day after Thanksgiving
	O. Christmas Day

27.2 For purposes of Article 27, with the exception of Independence Day, City holidays shall be compensated on the actual day of the holiday. Independence Day shall be compensated on the observation date designated by the State of Delaware.

27.3 To be eligible for holiday pay, an employee must work, or be on approved leave, on the employee's normally scheduled workday before and after the holiday. If an employee is absent on one or both of these days because of an illness or injury, such an employee must provide a doctor's certificate. An employee who is absent and receiving workers compensation benefits on a paid holiday, is not entitled to holiday pay for such holiday, and does not accrue a day of leave time.

The Detective shall be scheduled off on all holidays listed in this Article unless approved to work by the Chief. If the Detective is required to work on a holiday, the Detective shall receive holiday pay at the regular rate, and shall be paid at the rate of 1-1/2 times the Detective's regular rate for all hours worked on the holiday.

27.4 If a holiday falls during an absence for vacation or sick leave, holiday pay will be provided instead of the leave benefit that would have otherwise applied.

27.5 If an employee required to work on a day recognized as a holiday under this Agreement, the employee shall, at his/her option, be paid at the regular rate, and receive compensatory time for the hours worked up to 12 hours, or receive holiday pay (for up to 12 hours pay at the regular rate) and be paid at the rate of one and one-half (1-1/2) times the employee's regular rate for all hours worked up to 12 hours. The employee must notify the City, in writing, at least five (5) days prior to the scheduled holiday if the employee opts for compensatory time. Where the employee does not so notify the City Manager, the employee shall receive holiday pay at the rate of one and one-half (1-1/2) times the employee's regular rate for all hours worked.

If an employee is required to work on a day recognized as a holiday under the Agreement, the employee must work the entire shift on the holiday in order to be paid at one and one-half times the employee's regular rate for all hours worked on the holiday. If, however, the Chief authorizes the employee to take a portion of the holiday off and cover the time off with vacation and/or compensatory time, and the employee works at least six (6) hours on the holiday, the employee shall receive holiday pay, and shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate for all hours worked on the holiday.

If an employee works in excess of twelve (12) hours on a holiday, the employee shall be paid at the rate of two and one-half (2-1/2) times the straight time hourly rate for each hour worked in excess of twelve (12) hours.

The holiday compensation time may be used in the same manner as other accrued compensatory time.

- 27.6 Employees who are scheduled off on a holiday shall be entitled to receive 8 hours of holiday pay for the day, unless they inform the Chief of Police five days in advance that they desire compensatory time in lieu of holiday pay.
- 27.7 An employee who is assigned to work on a holiday and fails to report and perform such work for any reason other than a reason covered by an approved leave, shall not receive pay for the holiday.
- 27.8 In addition to the above-listed holidays, if the City adopts any other day as a holiday, it shall be celebrated by employees as any other holiday.

ARTICLE 28
DELAWARE PAID LEAVE (PLFM)

- 28.1 The City of Rehoboth Beach will provide PLFM benefits to employees in accordance with state regulations. The City will provide PLFM benefits beginning January 01, 2026, through private insurance, with premiums paid 100% by the city. However, the city reserves the right to change coverage back to the state plan at any time allowed by state regulations, as long as benefits are no less than the requirements of State law.

ARTICLE 29
EMERGENCY/FAMILY LEAVE

- 29.1 The Parties shall comply with City ordinance 46-22.

ARTICLE 30
JURY/WITNESS SERVICE

- 30.1 Employees called for jury duty will be given a leave of absence with pay (at the rate of pay for a regular 40-hour work week) for the duration of their service on the jury.

If such an employee is dismissed from jury duty at least 4 hours prior to the end of the employee's workday, the employee shall report to work. For example, if an employee who normally works from 8:30 a.m. to 4:30 p.m. is dismissed from jury duty at 12:30 p.m. or earlier, the employee shall promptly return to work for the balance of the workday. This obligation to work applies both at the end of the employee's jury duty, and on each day during the employee's jury service.

- 30.2 When an employee is required to appear in court on off-duty hours, including Grand Jury time, in connection with the performance of duty, the employee shall, commencing at the time the employee reports for duty, receive pay for four (4) hours, or the actual time (including time spent meeting with attorneys, witnesses, etc.)

whichever is greater, at time and one-half (1 1/2) for such time. In no event shall an employee receive premium court time pay for regular duty hours.

- 30.3 Leave time without pay, shall be granted for court attendance when an employee is the defendant or is engaged in personal litigation, unless such actions are a result of any act performed as a part of his official duties as an employee of the Employer, in which case such employee shall be compensated in accordance with departmental policy. An employee shall not be compensated for any proceedings the employee is scheduled to attend resulting from litigation the employee brought against the City.

ARTICLE 31 **VOTING**

- 31.1 During a Primary General Election or Special Election, an employee who is registered and eligible to vote and whose hours of work do not allow sufficient time for voting shall be allowed sufficient time off with pay for this purpose. The amount of time off for voting purposes shall not exceed two (2) hours and shall be scheduled at the discretion of the employee's immediate supervisor after the submission of proof that the employee is registered and is eligible to vote. Where the poles are open two (2) hours before and/or two (2) hours after the regularly scheduled work period, it shall be sufficient time for the employee to have voted.

ARTICLE 32 **MEAL AND REST PERIODS**

- 32.1 No employee shall be scheduled to work more than six (6) hours per shift without being allowed a meal period of at least one-half (1/2) hour, except in the case of extenuating circumstances.
- 32.2 Employees shall be allowed at least fifteen (15) minute rest periods during the first and second half of each scheduled shift.

ARTICLE 33 **TRAVEL AND PARKING**

- 33.1 Personal vehicles shall be used for City business only with the approval of the City Manager. If an employee uses the employee's personal vehicle for City business (other than commuting to and from work), such an employee shall be reimbursed for mileage at the rate established by the Internal Revenue Code.
- 33.2 All employees reporting to work or other official City or Department functions shall be provided a parking space at the Police Department facility.

ARTICLE 34 **EDUCATIONAL LEAVE AND TUITION REIMBURSEMENT**

- 34.1 All employees are encouraged to pursue self-improvement or self-enrichment courses of study. The City will make an effort to accommodate employees' attendance at college credit courses, seminars and training. If a course an employee

wishes to enroll in is offered only during the regularly scheduled work hours of that employee, schedule changes may be made with the prior approval of the Chief and the City Manager (that would least effect the efficient and safe operation of the Department) to accommodate the employee for that particular class. An employee may request to use vacation leave, compensatory time, holiday leave or leave without pay to attend courses, seminars or training. In order to be approved, leave forms must be submitted as soon as the employee has knowledge of the time and date of such a course, seminar or training.

- 34.2 With prior approval of the City Manager, an employee shall be reimbursed for courses, seminars or training which are of such a nature to improve the work skills of the employee, or might lead to promotion to positions within the Department. It is not the intent of this provision to reimburse an employee for the course work required in order to obtain a degree.
- 34.3 In order to receive reimbursement of tuition or cost of a course, seminar or training, the course, seminar or training must first be approved by the City Manager. The employee must attend and successfully (i.e., a passing grade in the case of a course) complete the course, seminar or training and must present proof of completion of the course, seminar or training along with the request for tuition reimbursement.
- 34.4 The City shall attempt to make the police-related courses available to as many employees as possible. If the course is offered on more than one date during a twelve (12) month period, the City shall make an effort to accommodate employees who have a desire to attend such a course.
- 34.5 An employee shall not be required, as a condition of attendance, to sign any document obligating the employee to reimburse the City for courses successfully completed.
- 34.6 An employee may be granted leave with pay to participate in or obtain job- related training courses, conferences or seminars. Such leave will be granted only if the absence of the employee will not interfere with the proper operating efficiency of the Department. Such leave may be granted at the discretion of the Chief. Travel expenses, lodging, conference fees, tuition and similar expenses will be paid by the City at the discretion of the City Manager.
- 34.7 If an employee attends outside training on a scheduled day off, at a training site that is forty (40) miles or more from City Hall, the employee will be paid at the rate of time and one-half (1 %) the employee's regular rate of pay for a minimum of four (4) hours. If an employee attends outside training on a scheduled day off at a training site that is less than forty (40) miles from City Hall or if the training is in-house, the employee will be paid a minimum of two (2) hours at the rate of time and one-half (1 >2) the employee's regular rate of pay for a minimum of pay. A City vehicle shall be provided for outside training by the City if requested by the employee. If the employee uses the employee's personal vehicle, the employee shall be compensated under the provisions of section 32.1.
- 34.8 An employee shall be compensated for all meetings, training and recertifications ("training time") as follows: If the training time is 8 hours, the employee shall be compensated for a full workday, and shall not be required to return to work. Scheduled

firearms training shall be considered a full workday and shall be compensated as a full workday. If the training time is less than 8 hours and the employee is scheduled to work a 12 hour shift, the employee shall be paid for the training time and shall either return to work following the conclusion of training and work the balance of the minimum required hours or turn in compensatory time for the remaining minimum required hours.

If the training time is 6 hours and the employee is scheduled to work an 8 hour shift, the employee shall be compensated for a full work day, and shall not be required to return to work. If the training time is less than 6 hours and the employee is scheduled to work an 8 hour shift, the employee shall be paid for the training time and shall either return to work following the conclusion of training and work the balance of the minimum required hours or turn in compensatory time for the remaining minimum required hours.

Any 8 hour scheduled firearms training day shall be considered as a full workday and compensated as such regardless of the actual hours worked. (Note-Not intended for a quick shoot to qualify an officer upon returning from absence unless the firearms instructor decides to make it a full firearms training day.)

For meetings, training and other recertifications held within the City, the employee will be compensated for the actual time involved. In the case of firearms recertification, employees participating in such recertification shall be compensated for a full workday.

Any meeting, training or recertification scheduled for eight (8) hours that is held in excess of sixty (60) miles but less than ninety (90) miles from City Hall shall be considered a 12 hour workday.

In the event the meeting, training or recertification involves consecutive days, and is held in excess of ninety (90) miles from City Hall, the employee, at the employee's option, may stay overnight in the area in which the meeting, training or recertification is being conducted. For example, if a training session is on a Tuesday and Wednesday, the employee may stay overnight on Tuesday night. In addition to compensation for a full workday, the City will, upon presentation of itemized receipts, reimburse the cost of lodging, meals (subject to a per diem established by federal per diem rates or dictated by grants), parking and tolls. The City will not reimburse the cost of purchasing alcohol.

In the event the meeting, training or recertification involves consecutive days lasting for a two (2) week period, the employee shall be compensated for eighty (80) hours.

A City vehicle shall be provided for all meetings, training or recertifications outside the City. If no vehicle is available and an employee, therefore, uses the employee's personal vehicle, the employee shall be compensated in accordance with the provisions of Article 32.1.

34.9 If an employee attends a meeting or recertification scheduled for 0800 hours after working a 1900 hours until 0700 hours shift, he/she will be paid at a rate of one and one-half (1 >2) his or her normal rate of pay for the hour between 0700 hours and 0800 hours.

- 34.10 If an employee attends an outside training class, which is at a distance where travel must be accomplished on the date prior to the class, the employee shall receive one (1) travel day to get to the class location. This travel day shall be considered a day of work and shall be paid at the employee's normal rate of pay.

ARTICLE 35
EMPLOYEE COMMITTEES

- 35.1 The City agrees to establish a Committee to discuss employee concerns, including health and safety issues, which will include an employee as well as an employee representative from each City Department. The Committee shall review complaints, problems or potential problems regarding the health and safety of employees. The employee serving on the Committee shall not be required to secure the approval of the Chief in order to bring complaints, problems or potential problems to the Committee. The Committee shall meet at least yearly.

Minutes of each Committee meeting will be made available to all members of the Committee within ten (10) working days of the meeting and will be furnished along with written recommendations to the City.

ARTICLE 36
RESERVED

- 36.1 **RESERVED**

ARTICLE 37
OUTSIDE EMPLOYMENT

- 37.1 Bargaining unit employees may engage in outside employment which does not interfere with the employee's performance of duty with the City and which does not involve the use of City property, facilities, authority or name.
- 37.2 The Chief may prohibit employees from extra duty work which is demeaning or embarrassing to the Department, or which creates a conflict of interest. (Examples: bouncer, bartender, gambling establishments, adult entertainment, law enforcement activities likely to result in the issuance of a subpoena to testify in court)

ARTICLE 38
MISCELLANEOUS

- 38.1 **BLOOD BANK**

The City will pay dues for membership in the Blood Bank of Delaware for all full-time employees.

- 38.2 **HEALTH CLUB**

Employees are given two options for health club memberships.

1. Body Shop Fitness Center

- a. The city has an agreement with Body Shop Fitness to cover the cost of a 50% discounted gym membership. Employees need to enrollee for membership during the open enrolment period each year between July 15th and July 31st.
2. Employees may receive a 50% reimbursement of an annual gym membership at any gym of their choosing. Reimbursements will be capped at \$300. Gyms include both brick and mortar as well as online memberships.

38.3 VOLUNTEER FIREFIGHTERS

With the prior approval of the Chief in consultation with the City Manager, any employee who is an active volunteer firefighter with the Rehoboth Beach Volunteer Fire Company, Inc., will be permitted to respond to fire and ambulance calls during working hours without loss of pay, vacation, sick leave, or other personal leave. However, no employee will receive overtime pay or other compensation, if any single instance of volunteer fire or ambulance service requires an employee to remain in a duty status beyond his scheduled work shift.

38.4 CREDIT UNION

Employees shall be eligible to join the Delaware Federal Credit Union or the DEXSTA Federal Credit Union.

38.5 DIRECT DEPOSIT

Employees may request direct deposit of paychecks to any bank with which the City maintains such service. Requests for Direct Deposit shall be made through the payroll clerk in the City Administrative Office. The City will direct deposit employee paychecks if requested to do so by the employee in writing and if the bank designated by the employee agrees to accept direct deposit of paychecks.

38.6 UNEMPLOYMENT COMPENSATION INSURANCE

All employees shall be covered by the State of Delaware Unemployment Insurance Act.

38.7 WORKER'S COMPENSATION

38.7.1 Worker's Compensation payments administered by the Division of Worker's Compensation of the Department of Labor and Industry are for the purpose of offsetting the loss of income suffered by an employee who is injured on the job. If permitted by law, the employee may supplement Worker's Compensation payments with the disability insurance issued by the City. In no case will the total amount of monies received be greater than 100% of the employee's normal pay.

38.7.2 Employees injured as a result of a work-related accident resulting in a Workers Compensation claim may be placed in a light-duty assignment subject to the following conditions:

Employees placed in a light-duty assignment will retain the full rate of pay received at the time of injury and be entitled to all increases as called for in this Agreement.

- 38.7.4 Employees will have no change in classification during assignment to a light-duty position. All benefits will continue to accrue and no break in service will occur.
- 38.7.5 An employee who is released by his physician as medically capable of performing all assigned duties of the position held when injured will be returned to that position immediately.
- 38.7.6 An employee who has been informed by his/her physician that the employee will never be able to perform the full duties of the position held when injured, will be given three hundred sixty-five (365) calendar days to secure another position within the Department, provided the change can be accomplished without displacing another employee. The employee must be medically cleared by his/her physician to perform the full duties of any new position. An employee receiving notification of inability to return to full duties of his or her former position will be allowed to remain in a light-duty position assignment for ninety (90) calendar days, subject to all other provisions of this Article. The employee must provide medical certification that the employee is incapable of performing the duties of his/her regular classification.
- 38.7.8 Employees grieving separation for medical reasons will advance to Step Three (3) of the Grievance Procedure.

38.8 Relationship With Employee

Effective April 1, 2007, individuals shall not be hired or transferred if the individual seeking to be hired or transferred is the spouse of an employee. If subsequent to April 1, 2007, two employees are married, one must leave the Department. If neither of the employees volunteers to leave the Department, the City may terminate one of the employees.

**ARTICLE 39
MAINTENANCE OF STANDARDS**

- 39.1 The City agrees that all conditions of employment relating to wages, hours of work, and mandatory subjects of bargaining shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement.

**ARTICLE 40
HEALTH/LIFE OTHER INSURANCE**

40.1 HEALTH INSURANCE

The City shall pay 100% of health insurance premiums for the employee and 80% of the health insurance premiums for dependents.

40.2 LIFE INSURANCE

The City provides \$100,000 of Life and Accidental Death and Dismemberment Insurance. The amount of life insurance provided to employees with at least 20 years of service as a City employee shall be \$37,500.

40.3 Liability Insurance — The City shall continue to maintain liability insurance for the indemnification of all bargaining unit employees at the current level of benefits.

40.4 **DENTAL/OPTICAL INSURANCE**

City will continue to cover the full cost for employee coverage. If an employee elects to purchase employee and child(ren), employee and spouse or family coverage, the employee is responsible for the additional cost of such coverage.

Optical coverage (shall include glasses) for each employee and his and her family shall be made available when and under such terms as it is made available to all other City employees.

40.5 **DISABILITY INSURANCE**

The city shall provide each employee with short term and long term sick and accident insurance coverage, from an insurance carrier licensed in the State of Delaware. Benefits shall be as set forth in the policy of insurance. Coverage under the policy shall not be diminished during the term of this Agreement.

In the event a full-time employee suffers a work-related, disabling injury, such an employee shall, for a period not to exceed two (2) years from the date of injury, continue to receive full salary less the amount received from the worker's compensation carrier, and any other amounts received from other disability sources such as Social Security disability benefits and disability insurance benefits.

40.6 The City shall, upon request of an employee, make available copies of all benefit plans.

ARTICLE 41
PHYSICAL FITNESS

41.1 The parties recognize the necessity for all employees to be physically fit. In an effort to insure such fitness is achieved, the City and the Union agree that testing as described in the "Fitness and Wellness Program" attached as Appendix A will be administered to employees on an annual basis. The parties agree that employees are not weighed in uniform; and a passing score is 25%. If an employee fails to pass the body fat test, but the employee scores 50% or higher in VO2 or Treadmill, Push-Ups, and Sit-Ups, the employee's failure of the body fat test is waived, and the employee is eligible for incentive payment.

ARTICLE 42
RETIREMENT

42.1 Upon retirement from employment by the City, an employee with:

42.2 Less than twenty-five (25) years but with twenty (20) or more years of service shall receive the sum of seven hundred fifty dollars (\$750.00);

42.3 Less than twenty (20) years' service but with fifteen (15) or more years' service, shall

receive the sum of five hundred dollars (\$500.00);

- 42.4 Less than fifteen (15) years' service but with ten (10) or more years' service, shall receive the sum of two hundred fifty dollars (\$250.00).

ARTICLE 43
PENSIONS

- 43.1 Effective April 1, 2005,** the City shall join the State of Delaware County and Municipal Pension Plan ("the State Plan") for all sworn officers employed by the City.
- 43.2 City will not purchase prior years of service for any of the police officers joining the State Plan.
- 43.3 Upon joining the State Plan, employees may continue to contribute to their respective individual retirement accounts if permitted by the Plan and Internal Revenue Service regulations. The City will, however, make no further contributions to the individual retirement accounts (see Article 41.5) and the City contributions which are not vested shall be applied consistent with Internal Revenue Service regulations. If employees continue to make further contributions to their respective individual retirement accounts, the impact such contributions have upon the vesting schedule for City contributions made prior to joining the State Plan shall be determined by the controlling Internal Revenue Service regulations.
- 43.4 Effective January 1, 2005, all funds received from the State for police pensions shall be used by the City to offset a portion of the City contribution to the State Plan.
- 43.5 When police officers become eligible for the disability coverage provided by the state Plan, the City is no longer obligated to provided short term or long term disability benefits for such police officers.
- 43.6 After joining the State Plan, employees will be obligated to make whatever level of contributions is required by the State.
- 43.7 In addition to the required employee contributions to the State Plan, employees may enroll and participate in the 457B Plan established by the City effective May 15, 2014.

ARTICLE 44
COMPENSATION

- 44.1 A new bargaining (probationary employee) unit employee may be given credit for comparable experience elsewhere for the purpose of placement on the salary schedule but shall not start at a rank higher than RFC. Such employee shall not, however, receive seniority credit for experience outside of the Department.
- 44.2 If an employee is demoted, the employee's salary shall be reduced by the same percentage that the employee received upon promotion.
 - 44.2.1 An employee demoted for disciplinary reasons shall be demoted effective with the next pay period following the demotion.

- 44.3 An increment, incentive bonus will be paid to each employee for each five (5) consecutive years of service to the City as follows:
- A. For the first consecutive five (5) years of service (\$650.00).
 - B. For the second consecutive five (5) years of service (\$900.00).
 - C. For the third consecutive five (5) years of service (\$1,150.00).
 - D. For the fourth consecutive five (5) years of service (\$1,650.00).
 - E. For the fifth consecutive five (5) years of service (\$2,150.00).
 - F. For each consecutive five (5) years of service thereafter (\$2,150.00).
- 44.4 The position of Detective/Criminal Investigator shall be paid an additional \$4,000.00 annually in addition to his/her regular rate of pay.

ARTICLE 45
PAY SCALE

- 45.1 SEE ATTACHED SCHEDULES.

ARTICLE 46
DURATION

- 46.1 This Agreement shall be in full force and effect from April 1, 2025, to and including March 31, 2028, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least ninety (90) days prior to the date of expiration.

FOR THE CITY:

Stanley A. Miller Jr.
MAYOR

FOR THE UNION:

[Signature]
VICE PRESIDENT

[Signature]
CITY MANAGER

Date: 2/27/25

Date: 2-26-25

**Rehoboth Beach Police Department
Pay Plan 4/1/2025**

1% Increase Between Years of Service

Year of Service	Patrolman		Patrolman First Class		Corporal		Sergeant	
	Hourly	Yearly	Hourly	Yearly	Hourly	Yearly	Hourly	Yearly
Hire Date	\$37.89	\$78,809.00	\$40.16	\$83,537.54				
1	\$38.27	\$79,597.09	\$40.56	\$84,372.92				
2	\$38.65	\$80,393.06	\$40.97	\$85,216.64				
3	\$39.04	\$81,196.99	\$41.38	\$86,068.81				
4	\$39.43	\$82,008.96	\$41.79	\$86,929.50	\$44.72	\$93,014.56	\$51.94	\$108,036.42
5	\$39.82	\$82,829.05	\$42.21	\$87,798.79	\$45.17	\$93,944.71	\$52.46	\$109,116.78
6	\$40.22	\$83,657.34	\$42.63	\$88,676.78	\$45.62	\$94,884.16	\$52.98	\$110,207.95
7	\$40.62	\$84,493.91	\$43.06	\$89,563.55	\$46.07	\$95,833.00	\$53.51	\$111,310.03
8	\$41.03	\$85,338.85	\$43.49	\$90,459.19	\$46.53	\$96,791.33	\$54.05	\$112,423.13
9	\$41.44	\$86,192.24	\$43.92	\$91,363.78	\$47.00	\$97,759.24	\$54.59	\$113,547.36
10	\$41.85	\$87,054.17	\$44.36	\$92,277.41	\$47.47	\$98,736.83	\$55.14	\$114,682.83
11	\$42.27	\$87,924.71	\$44.81	\$93,200.19	\$47.94	\$99,724.20	\$55.69	\$115,829.66
12	\$42.69	\$88,803.95	\$45.26	\$94,132.19	\$48.42	\$100,721.44	\$56.24	\$116,987.96
13	\$43.12	\$89,691.99	\$45.71	\$95,073.51	\$48.91	\$101,728.66	\$56.81	\$118,157.84
14	\$43.55	\$90,588.91	\$46.17	\$96,024.25	\$49.40	\$102,745.95	\$57.37	\$119,339.42
15	\$43.99	\$91,494.80	\$46.63	\$96,984.49	\$49.89	\$103,773.40	\$57.95	\$120,532.81
16	\$44.43	\$92,409.75	\$47.09	\$97,954.34	\$50.39	\$104,811.14	\$58.53	\$121,738.14
17	\$44.87	\$93,333.85	\$47.56	\$98,933.88	\$50.89	\$105,859.25	\$59.11	\$122,955.52
18	\$45.32	\$94,267.19	\$48.04	\$99,923.22	\$51.40	\$106,917.84	\$59.70	\$124,185.07
19	\$45.77	\$95,209.86	\$48.52	\$100,922.45	\$51.92	\$107,987.02	\$60.30	\$125,426.93
20	\$46.23	\$96,161.96	\$49.01	\$101,931.67	\$52.44	\$109,066.89	\$60.90	\$126,681.19
21	\$46.69	\$97,123.58	\$49.50	\$102,950.99	\$52.96	\$110,157.56	\$61.51	\$127,948.01
22	\$47.16	\$98,094.81	\$49.99	\$103,980.50	\$53.49	\$111,259.14	\$62.13	\$129,227.49
23	\$47.63	\$99,075.76	\$50.49	\$105,020.31	\$54.02	\$112,371.73	\$62.75	\$130,519.76
24	\$48.11	\$100,066.52	\$51.00	\$106,070.51	\$54.57	\$113,495.44	\$63.38	\$131,824.96
25	\$48.59	\$101,067.18	\$51.51	\$107,131.21	\$55.11	\$114,630.40	\$64.01	\$133,143.21
26	\$49.08	\$102,077.85	\$52.02	\$108,202.53	\$55.66	\$115,776.70	\$64.65	\$134,474.64
27	\$49.57	\$103,098.63	\$52.54	\$109,284.55	\$56.22	\$116,934.47	\$65.30	\$135,819.39
28	\$50.06	\$104,129.62	\$53.07	\$110,377.40	\$56.78	\$118,103.81	\$65.95	\$137,177.58
29	\$50.56	\$105,170.92	\$53.60	\$111,481.17	\$57.35	\$119,284.85	\$66.61	\$138,549.36
30	\$51.07	\$106,222.63	\$54.13	\$112,595.98	\$57.92	\$120,477.70		

Rehoboth Beach Police Department

Pay Plan 4/1/2026

1% Increase Between Years of Service + 4% annual increase

Year of Service	Patrolman		Patrolman First Class		Corporal		Sergeant	
	Hourly	Yearly	Hourly	Yearly	Hourly	Yearly	Hourly	Yearly
Hire Date	\$39.40	\$81,961.36	\$41.77	\$86,879.04				
1	\$39.80	\$82,780.97	\$42.19	\$87,747.83				
2	\$40.20	\$83,608.78	\$42.61	\$88,625.31				
3	\$40.60	\$84,444.87	\$43.03	\$89,511.56				
4	\$41.00	\$85,289.32	\$43.46	\$90,406.68	\$46.51	\$96,735.15	\$54.02	\$112,357.87
5	\$41.41	\$86,142.21	\$43.90	\$91,310.75	\$46.97	\$97,702.50	\$54.56	\$113,481.45
6	\$41.83	\$87,003.64	\$44.34	\$92,223.85	\$47.44	\$98,679.52	\$55.10	\$114,616.27
7	\$42.25	\$87,873.67	\$44.78	\$93,146.09	\$47.92	\$99,666.32	\$55.66	\$115,762.43
8	\$42.67	\$88,752.41	\$45.23	\$94,077.55	\$48.40	\$100,662.98	\$56.21	\$116,920.05
9	\$43.10	\$89,639.93	\$45.68	\$95,018.33	\$48.88	\$101,669.61	\$56.77	\$118,089.25
10	\$43.53	\$90,536.33	\$46.14	\$95,968.51	\$49.37	\$102,686.31	\$57.34	\$119,270.15
11	\$43.96	\$91,441.70	\$46.60	\$96,928.20	\$49.86	\$103,713.17	\$57.91	\$120,462.85
12	\$44.40	\$92,356.11	\$47.07	\$97,897.48	\$50.36	\$104,750.30	\$58.49	\$121,667.48
13	\$44.85	\$93,279.67	\$47.54	\$98,876.45	\$50.86	\$105,797.81	\$59.08	\$122,884.15
14	\$45.29	\$94,212.47	\$48.01	\$99,865.22	\$51.37	\$106,855.78	\$59.67	\$124,112.99
15	\$45.75	\$95,154.59	\$48.49	\$100,863.87	\$51.89	\$107,924.34	\$60.27	\$125,354.12
16	\$46.20	\$96,106.14	\$48.98	\$101,872.51	\$52.41	\$109,003.58	\$60.87	\$126,607.66
17	\$46.67	\$97,067.20	\$49.47	\$102,891.23	\$52.93	\$110,093.62	\$61.48	\$127,873.74
18	\$47.13	\$98,037.87	\$49.96	\$103,920.15	\$53.46	\$111,194.56	\$62.09	\$129,152.48
19	\$47.60	\$99,018.25	\$50.46	\$104,959.35	\$53.99	\$112,306.50	\$62.71	\$130,444.00
20	\$48.08	\$100,008.44	\$50.97	\$106,008.94	\$54.53	\$113,429.57	\$63.34	\$131,748.44
21	\$48.56	\$101,008.52	\$51.48	\$107,069.03	\$55.08	\$114,563.86	\$63.97	\$133,065.93
22	\$49.05	\$102,018.60	\$51.99	\$108,139.72	\$55.63	\$115,709.50	\$64.61	\$134,396.59
23	\$49.54	\$103,038.79	\$52.51	\$109,221.12	\$56.19	\$116,866.60	\$65.26	\$135,740.55
24	\$50.03	\$104,069.18	\$53.04	\$110,313.33	\$56.75	\$118,035.26	\$65.91	\$137,097.96
25	\$50.53	\$105,109.87	\$53.57	\$111,416.46	\$57.32	\$119,215.62	\$66.57	\$138,468.94
26	\$51.04	\$106,160.97	\$54.10	\$112,530.63	\$57.89	\$120,407.77	\$67.24	\$139,853.63
27	\$51.55	\$107,222.58	\$54.64	\$113,655.93	\$58.47	\$121,611.85	\$67.91	\$141,252.16
28	\$52.06	\$108,294.80	\$55.19	\$114,792.49	\$59.05	\$122,827.97	\$68.59	\$142,664.68
29	\$52.59	\$109,377.75	\$55.74	\$115,940.42	\$59.64	\$124,056.25	\$69.27	\$144,091.33
30	\$53.11	\$110,471.53	\$56.30	\$117,099.82	\$60.24	\$125,296.81		

